

Judge: Marc L. Barreca
Chapter: 7

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE WESTERN DISTRICT OF WASHINGTON AT SEATTLE**

In re:

BOBBY G. PADGETT, II,

Debtor.

Case No. 13-20505-MLB

**EX PARTE APPLICATION FOR ORDER
AUTHORIZING EMPLOYMENT OF REAL
ESTATE AGENT FOR ESTATE**

Michael B. McCarty, the duly appointed Chapter 7 Trustee ("Trustee") in the above-captioned bankruptcy case, by and through his counsel of record, Denise E. Moewes, and WOOD & JONES, P.S., applies to this Court for authority to employ Jim Myers and RE/MAX Metro Realty, Inc., as real estate agent for the Trustee as set forth below.

1. On December 2, 2013, Bobby G. Padgett, II, filed a Chapter 7 bankruptcy petition in the United States Bankruptcy Court for the Western District of Washington at Seattle, and on December 3, 2013, Michael B. McCarty was appointed as the Chapter 7 Trustee of the Estate.

2. The Trustee desires to hire Jim Myers and RE/MAX Metro Realty, Inc., to sell real property located at 1703 – 41st Avenue S.W., Seattle, King County, Washington 98116.

3. The Trustee is aware of no connections between Jim Myers and the debtor, creditors, any party in interest, their respective attorneys and accountants, the United States Trustee, or any person employed in the office of the United States Trustee. No notice to creditors or interested parties of this motion is necessary pursuant to 11 U.S.C. Section 102(1) and FRBP 2002.

1 WHEREFORE, the Trustee applies to the Court for an order authorizing the
2 employment of Jim Myers and RE/MAX Realty, Inc., to list and sell property of the estate as
3 described in this application, with all compensation subject to Court order upon notice to
4 creditors and a hearing.

5 Respectfully submitted this 9th day of June, 2015.

6 WOOD & JONES, P.S.

7 /s/ Denice E. Moewes

8 Denice E. Moewes, WSBA #19464, Attorney
9 for Michael B. McCarty, Chapter 7 Trustee

10 I certify that on June 9, 2015, under penalty of perjury that I caused a copy of the foregoing
11 document to be delivered to the U.S. Trustee by email at: USTPRegion18.SE.ECF@usdoj.gov.

12 /s/ Marsha Honda

Marsha Honda

13 Myers - app to hire
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EXCLUSIVE SALE AND LISTING AGREEMENT

Michael B. McCarty Bankruptcy Trustee as Seller for Bobby G. Padgett

("Seller") 1

hereby grants to RE/MAX Metro Realty, Inc., ("Real Estate Firm" or "Firm") 2

from date hereof until midnight of December 10, 2015 ("Listing Term"), the sole and exclusive right 3

to submit offers to purchase, and to receipt for deposits in connection therewith, the real property ("the Property") 4

commonly known as 1703 41st Avenue SW, 5

City Seattle, County King, Washington, Zip 98116; 6

to be listed at \$ _____ and legally described as: LOT _____, BLOCK _____, 7

DIVISION _____, VOL _____, PAGE _____ 8

- 9
1. **DEFINITIONS.** For purposes of this Agreement: (a) "MLS" means the Northwest Multiple Listing Service; and (b) "sell" 10
includes a contract to sell; an exchange or contract to exchange; an option to purchase; and/or a lease with option to 11
purchase. 12
2. **AGENCY/DUAL AGENCY.** Seller authorizes Firm to appoint Jim Myers 13
as Seller's Listing Broker. This Agreement creates an agency relationship with Listing Broker and any of Firm's brokers 14
who supervise Listing Broker's performance as Seller's agent ("Supervising Broker"). No other brokers affiliated with 15
Firm are agents of Seller, except to the extent that Firm, in its discretion, appoints other brokers to act on Seller's behalf 16
as and when needed. If the Property is sold to a buyer represented by one of Firm's brokers other than Listing Broker 17
("Buyer's Broker"), Seller consents to any Supervising Broker, who also supervises Buyer's Broker, acting as a dual 18
agent. If the Property is sold to a buyer who Listing Broker also represents, Seller consents to Listing Broker and 19
Supervising Broker acting as dual agents. If any of Firm's brokers act as a dual agent, Firm shall be entitled to the entire 20
commission payable under this Agreement plus any additional compensation Firm may have negotiated with the buyer. 21
Seller acknowledges receipt of the pamphlet entitled "The Law of Real Estate Agency." 22
3. **LIST DATE.** Firm shall submit this listing, including the Property information on the attached pages and photographs of 23
the Property (collectively, "Listing Data"), to be published by MLS by 5:00 p.m. on _____ ("List Date"), 24
which date shall not be more than 30 days from the effective date of the Agreement. Seller acknowledges that exposure 25
of the Property to the open market through MLS will increase the likelihood that Seller will receive fair market value for 26
the Property. Accordingly, prior to the List Date, Firm and Seller shall not promote or advertise the Property in any 27
manner whatsoever, including, but not limited to yard or other signs, flyers, websites, e-mails, texts, mailers, magazines, 28
newspapers, open houses, previews, showings, or tours. 29
4. **COMMISSION.** If during the Listing Term (a) Seller sells the Property and the buyer does not terminate the agreement 30
prior to closing; or (b) after reasonable exposure of the Property to the market, Firm procures a buyer who is ready, 31
willing, and able to purchase the Property on the terms in this Agreement, Seller will pay Firm a commission of (fill in 32
one and strike the other) 6 % of the sales price, or \$ _____ ("Total Commission"). From the 33
Total Commission, Firm will offer a cooperating member of MLS representing a buyer ("Selling Firm") a commission of 34
(fill in one and strike the other) 3 % of the sales price, or \$ _____. Further, if Seller shall, within six 35
months after the expiration of the Listing Term, sell the Property to any person to whose attention it was brought 36
through the signs, advertising or other action of Firm, or on information secured directly or indirectly from or through 37
Firm, during the Listing Term, Seller will pay Firm the above commission. Provided, that if Seller pays a commission to a 38
member of MLS or a cooperating MLS in conjunction with a sale, the amount of commission payable to Firm shall be 39
reduced by the amount paid to such other member(s). Provided further, that if Seller cancels this Agreement without 40
legal cause, Seller may be liable for damages incurred by Firm as a result of such cancellation, regardless of whether 41
Seller pays a commission to another MLS member. Selling Firm is an intended third party beneficiary of this Agreement. 42
5. **SHORT SALE / NO DISTRESSED HOME CONVEYANCE.** If the proceeds from the sale of the Property are insufficient 43
to cover the Seller's costs at closing, Seller acknowledges that the decision by any beneficiary or mortgagee, or its 44
assignees, to release its interest in the Property, for less than the amount owed, does not automatically relieve Seller of 45
the obligation to pay any debt or costs remaining at closing, including fees such as Firm's commission. Firm will not 46
represent or assist Seller in a transaction that is a "Distressed Home Conveyance" as defined by Chapter 61.34 RCW 47
unless otherwise agreed in writing. A "Distressed Home Conveyance" is a transaction where a buyer purchases 48
property from a "Distressed Homeowner" (defined by Chapter 61.34 RCW), allows the Distressed Homeowner to 49
continue to occupy the property, and promises to convey the property back to the Distressed Homeowner or promises 50
the Distressed Homeowner an interest in, or portion of, the proceeds from a resale of the property. 51

Seller's Initials _____ Date _____ Seller's Initials _____ Date _____

EXCLUSIVE SALE AND LISTING AGREEMENT

Continued

6. **KEYBOX.** Firm is authorized to install a keybox on the Property. Such keybox may be opened by a master key held by members of MLS and their brokers. A master key also may be held by affiliated third parties such as inspectors and appraisers who cannot have access to the Property without Firm's prior approval which will not be given without Firm first making reasonable efforts to obtain Seller's approval. 52 53 54 55
7. **SELLER'S WARRANTIES AND REPRESENTATIONS.** Seller warrants that Seller has the right to sell the Property on the terms herein and that the Property information on the attached pages to this Agreement is correct. Further, Seller represents that to the best of Seller's knowledge, there are no structures or boundary indicators that either encroach on adjacent property or on the Property. Seller authorizes Firm to provide the information in this Agreement and the attached pages to prospective buyers and to other cooperating members of MLS who do not represent the Seller and, in some instances, may represent the buyer. Seller agrees to indemnify and hold Firm and other members of MLS harmless in the event the foregoing warranties and representations are incorrect. 56 57 58 59 60 61 62
8. **CLOSING COSTS.** Seller shall furnish and pay for a buyer's policy of title insurance showing marketable title to the Property. Seller shall pay real estate excise tax and one-half of any escrow fees or such portion of escrow fees and any other fees or charges as provided by law in the case of a FHA or VA financed sale. Rent, taxes, interest, reserves, assumed encumbrances, homeowner fees and insurance are to be prorated between Seller and the buyer as of the date of closing. 63 64 65 66 67
9. **MULTIPLE LISTING SERVICE.** Seller authorizes Firm and MLS to publish the Listing Data and distribute it to other members of MLS and their affiliates and third parties for public display and other purposes. This authorization shall survive the termination of this Agreement. Firm is authorized to report the sale of the Property (including price and all terms) to MLS and to its members, financial institutions, appraisers, and others related to the sale. Firm may refer this listing to any other cooperating multiple listing service at Firm's discretion. Firm shall cooperate with all other members of MLS, or of a multiple listing service to which this listing is referred, in working toward the sale of the Property. Regardless of whether a cooperating MLS member is the agent of the buyer, Seller, neither or both, such member shall be entitled to receive the selling firm's share of the commission. MLS is an intended third party beneficiary of this agreement and will provide the Listing Data to its members and their affiliates and third parties, without verification and without assuming any responsibility with respect to this agreement. 68 69 70 71 72 73 74 75 76 77
10. **DISCLAIMER/SELLER'S INSURANCE.** Neither Firm, MLS, nor any members of MLS or of any multiple listing service to which this listing is referred shall be responsible for loss, theft, or damage of any nature or kind whatsoever to the Property and/or to any personal property therein, including entry by the master key to the keybox and/or at open houses. Seller is advised to notify Seller's insurance company that the Property is listed for sale and ascertain that the Seller has adequate insurance coverage. If the Property is to be vacant during all or part of the Listing Term, Seller should request that a "vacancy clause" be added to Seller's insurance policy. 78 79 80 81 82 83
11. **FIRM'S RIGHT TO MARKET THE PROPERTY.** Seller shall not commit any act which materially impairs Firm's ability to market and sell the Property under the terms of this Agreement. In the event of breach of the foregoing, Seller shall pay Firm a commission in the above amount, or at the above rate applied to the listing price herein, whichever is applicable. Unless otherwise agreed in writing, Firm and other members of MLS shall be entitled to show the Property at all reasonable times. Firm need not submit to Seller any offers to lease, rent, execute an option to purchase, or enter into any agreement other than for immediate sale of the Property. 84 85 86 87 88 89
12. **SELLER DISCLOSURE STATEMENT.** Unless Seller is exempt under RCW 64.06, Seller shall provide to Firm as soon as reasonably practicable a completed and signed "Seller Disclosure Statement" (Form 17 (Residential), Form 17C (Unimproved Residential), or Form 17 Commercial). Seller agrees to indemnify, defend and hold Firm harmless from and against any and all claims that the information Seller provides on Form 17, Form 17C, or Form 17 Commercial is inaccurate. 90 91 92 93 94
13. **DAMAGES IN THE EVENT OF BUYER'S BREACH.** In the event Seller retains earnest money as liquidated damages on a buyer's breach, any costs advanced or committed by Firm on Seller's behalf shall be paid therefrom and the balance divided equally between Seller and Firm. 95 96 97
14. **ATTORNEYS' FEES.** In the event either party employs an attorney to enforce any terms of this Agreement and is successful, the other party agrees to pay reasonable attorneys' fees. In the event of trial, the successful party shall be entitled to an award of attorneys' fees and expenses; the amount of the attorneys' fees and expenses shall be fixed by the court. The venue of any suit shall be the county in which the Property is located. 98 99 100 101

Are the undersigned the sole owner(s)? ☐ YES ☐ NO

Seller's Signature _____ Date _____

Seller's Signature _____ Date _____

RE/MAX Metro Realty, Inc.
Real Estate Firm

Broker's Signature _____

Date _____

102

103

104

RESIDENTIAL Exclusive Listing Agreement (page 1 of 4)
LISTING INPUT SHEET

PROPERTY
TYPE **1**

ADDRESS

• Indicates Required information () Indicates Maximum Choice

LISTING #

King

• County

140

• Area

1703

• Street # (HSN)

Modifier

Direction

Avenue

Suffix

Seattle

• City

Admiral

• Community/District

41st

• Street Name

SW

Post Direction

98116

• ZIP Code + 4

Unit #

LISTING

\$

• Listing Price

• Listing Date

12/10/2015

• Expiration Date

9274203975

• Tax ID#

Yes

• Preliminary Title Ordered

LOCATION

Lot Number

Block

Plat/Subdivision/Building Name

Thomas Brothers

594

E

1

MAP BOOK

Map Page

Top Map
Coord.

Side Map
Coord.

PROPERTY INFORMATION

Yes

• Prohibit Blogging

Yes

• Allow Automated Valuation

Yes

• Show Map Link

Yes

• Internet Advertising

Yes

• Show Address to Public

3

• SOC (Selling Office Com.)

Selling Office Commission Comments (40 characters maximum)

1905

• Year Built

Effective Year Built

Effective Year Built Source

2,998

• ASF - Total (Square Feet)

10,112

• Lot Size (Square Feet)

Realist

• Lot Size Source

Virtual Tour URL (Please include http://)

BROKER INFORMATION

35051

• LAG
Listing Broker ID#

Jim Myers 206-930-3130

Broker Name and Phone

7008

Listing Firm - ID#

RE/MAX Metro Realty, Inc.

Firm Name and Phone

Co Broker - ID#

CO Broker Name and Phone

Co Firm - ID#

Co Firm Name and Phone

LISTING INFORMATION

• Possession (3)

- ☒ Closing
☐ Negotiable
☐ See Remarks
☐ Sub. Tenant's Rights

• Showing Information (10)

- ☐ Appointment
☐ Call Listing Office
☐ Day Sleeper
☐ Gate Code Needed
☒ MLS Keybox
☐ Other Keybox
☐ Owner-Call First
☐ Pet in House
☐ Power Off
☐ Renter-Call First
☐ Security System
☒ See Remarks
☐ Vacant

• Potential Terms (10)

- ☐ Assumable
☒ Cash Out
☒ Conventional
☐ Farm Home Loan
☐ FHA
☐ Lease/Purchase
☐ Owner Financing
☐ Rehab Loan
☐ See Remarks
☐ State Bond
☐ USDA
☐ VA

2015

• Tax Year

\$ 10,382.00

• Annual Taxes

No

• Senior Exemption

No

Right of First Refusal

\$
Monthly H.O. Dues

\$
Monthly Rent

Exempt
• Form 17

INITIALS:

Seller

Date

Seller

Date

Broker

Date

RESIDENTIAL Exclusive Listing Agreement (page 2 of 4)
LISTING INPUT SHEET

PROPERTY TYPE **1**

Listing Address: 1703 41st Ave SW, Seattle, WA 98116

LAG # 35051

SCHOOL & OWNER INFO.

Seattle

• School District

Elementary School

Junior High/Middle School

Senior High School

Trustee for Padgett

• Owner Name

Owner Name 2

000-000-0000

• Owner's Phone

Tenant

• Occupant Type
(Owner/Presale/Tenant/Vacant)

206-930-3130

• Phone to Show

Bremerton, WA

• Owner's City and State

• Occupant's Name

No

• Bank
Owned/REO

• 3rd Party App. Req. (2)

☒ None ☐ Short Sale
☐ Other - See Remarks

No

• Auction

SITE INFORMATION

Lot Dimensions

Waterfront Footage (Feet)

Pool

Zoning Code

Zoning Jurisdiction

Lot Topog./Veg. (7)

☐ Brush ☐ Pasture
☐ Dune ☐ Rolling
☐ Equestrian ☐ Sloped
☐ Fruit Trees ☐ Steep Slope
☒ Garden Sp. ☐ Terraces
☐ Level ☐ Wooded
☐ Partial Slope

View (6)

☐ Bay ☐ Ocean
☐ Canal ☐ Partial
☒ City ☐ River
☐ Golf Course ☐ See Remarks
☐ Jetty ☒ Sound
☐ Lake ☐ Strait
☒ Mountain ☒ Territorial

Waterfront (5)

☐ Bank-High ☐ Lake
☐ Bank-Low ☐ No Bank
☐ Bank Medium ☐ Ocean
☐ Bay ☐ River
☐ Bulkhead ☐ Saltwater
☐ Canal ☐ Sound
☐ Creek ☐ Strait
☐ Jetty ☐ Tideland Rights

Site Features (14)

☐ Arena-Indoor ☒ Deck
☐ Arena-Outdoor ☐ Disabled Access
☐ Athletic Court ☐ Dock
☐ Barn ☐ Dog Run
☐ Boat House ☐ Fenced-Fully
☐ Cabana/Gazebo ☐ Fenced-Partially
☒ Cable TV ☐ Gas Available

☐ Gated Entry
☐ Green House
☐ High Speed Internet
☐ Hot Tub/Spa
☐ Moorage
☐ Outbuildings
☒ Patio

☐ Propane
☐ RV Parking
☐ Shop
☐ Sprinkler System
☐ Stable

Lot Details (7)

☐ Alley ☐ High Voltage Line
☐ Corner Lot ☐ Open Space
☐ Cul-de-sac ☒ Paved Street
☒ Curbs ☐ Secluded
☐ Dead End St. ☒ Sidewalk
☐ Drought Res Landscape ☐ Value in Land

BUILDING INFORMATION

• Sewer (2)

☐ Available ☐ Septic
☐ None ☒ Sewer Connected

Basement (3)

☐ Daylight ☐ Partially Finished
☐ Fully Finished ☐ Roughed In
☐ None ☒ Unfinished

• Parking Type (4)

☐ Carport-Attached ☐ Garage-Detached
☐ Carport-Detached ☐ None
☐ Garage-Attached ☒ Off Street

Aprvd # of Bedrooms (septic)

• Total Covered Parking

Builder

• New Construction

New Construction State

• Building Information (3)

☐ Addl. Dwelling ☐ Modular
☒ Built on Lot ☐ Planned Unit Dev
☐ Manufd. Home ☐ Zero Lot Line

18 - 2 Stories w/Bsmnt

• Style Code

Manufactured Home Serial No.

Manufactured Home Manufacturer

Manufactured Home Model Number

• Exterior (4)

☐ Brick ☐ Metal/Vinyl ☒ Wood
☐ Cement Planked ☐ See Remarks ☐ Wood Products
☐ Cement/Concrete ☐ Stone
☐ Log ☐ Stucco

Foundation (3)

☐ Concrete Block ☐ Post & Pillar ☐ Slab
☐ Concrete Ribbon ☒ Poured Concrete ☐ Tie down
☐ Post & Block ☐ See Remarks

• Roof (3)

☐ Built-up ☐ Flat ☐ See Remarks
☐ Cedar Shake ☐ Green (Living) ☐ Tile
☒ Composition ☐ Metal ☐ Torch Down

Craftsman
Architecture

Building Condition

INITIALS:

Seller

Date

Seller

Date

Broker

Date

RESIDENTIAL Exclusive Listing Agreement (page 3 of 4)
LISTING INPUT SHEET

PROPERTY
TYPE **1**

Listing Address: 1703 41st Ave SW, Seattle, WA 98116

LAG # 35051

GREEN BUILDING INFO

Green Certification (4)

- ☐ Built Green™
☐ LEED™
☐ Northwest ENERGY STAR®
☐ Other - See Remarks

Built Green™

LEED™

Northwest ENERGY STAR®

Construction Methods (2)

- ☐ Advanced Wall
☐ Double Wall
☐ Ins. Concrete Form (ICF)
☐ Post & Beam
☐ Standard Frame
☐ Steel & Concrete
☐ Strawbale
☐ Structural Ins. Panel (SIPs)
☐ Tilt-up

EPS Energy Score (0-99,999kWh)

HERS Index Score (0-150)

INTERIOR FEATURES

(Approximate Square Footage Excluding Garage)

2,988

Finished

Unfinished

Realist

• Square Footage Source

1

Lower Fireplaces

1

Upper Fireplaces

1

Main Fireplaces

Wood

Type of Fireplace

Leased Equipment

Water Heater Type

Water Heater Location

• Energy Source (6)

- ☐ Electric
☐ Geothermal
☐ Ground Source
☒ Natural Gas
☐ Oil
☐ Pellet
☐ Propane
☐ See Remarks
☐ Solar (Unspecified)
☐ Solar Hot Water
☐ Solar PV
☐ Wood

• Heating/Cooling (8)

- ☐ 90%+ High Efficiency
☐ Baseboard
☐ Central A/C
☐ Ductless HP-Mini Split
☒ Forced Air
☐ Heat Pump
☐ HEPA Air Filtration

- ☐ High Efficiency (Unspecified)
☐ Hot Water Recirc Pump
☐ HRV/ERV System
☐ Insert
☐ None
☐ Other - See Remarks
☐ Radiant

- ☐ Radiator
☐ Stove/Free Standing
☐ Tankless Water Heater
☐ Wall

Floor Covering (5)

- ☐ Bamboo/Cork
☐ Ceramic Tile
☐ Concrete
☐ Fir/Softwood
☒ Hardwood
☐ Laminate
☐ Other Renewable
☐ See Remarks
☐ Slate
☒ Vinyl
☐ Wall to Wall Carpet

Interior Features (16)

- ☐ 2nd Kitchen
☐ 2nd Mstr BR
☐ Bath Off Master
☐ Built-in Vacuum
☐ Ceiling Fan(s)
☒ Dbl Pane/Strm Windw

- ☒ Dining Room
☐ Disabled Access
☐ FP in Mstr BR
☐ French Doors
☐ High Tech Cabling
☐ Hot Tub/Spa

- ☐ Jetted Tub
☐ Loft
☐ Sauna
☐ Security System
☐ Skylights
☐ Solarium/Atrium

- ☐ Vaulted Ceilings
☐ Walk-in Pantry
☐ Walk-in Closet
☐ Wet Bar
☐ Wine Cellar
☐ Wired for Generator

Appliances That Stay (10)

- ☐ Dishwasher
☐ Double Oven
☐ Dryer
☐ Garbage Disposal
☐ Microwave
☒ Range/Oven
☐ Refrigerator
☐ See Remarks
☐ Trash Compactor
☐ Washer

UTILITY/COMMUNITY

Community Features (8)

- ☐ Age Restriction
☐ Airfield
☐ Boat Launch
☐ CCRs
☐ Clubhouse
☐ Community Waterfront/
Pvt. Beach Access
☐ Golf Course
☐ Tennis Courts

• Water Source (3)

- ☐ Community
☐ Individual Well
☐ Lake
☐ Private
☒ Public
☐ See Remarks
☐ Shared Well
☐ Shares
☐ Well Needed

Water Company

Power Company

Sewer Company

Bus Line Nearby

Bus Route Number

INITIALS:

Seller

Date

Seller

Date

Broker

Date

RESIDENTIAL Exclusive Listing Agreement (page 4 of 4)
LISTING INPUT SHEET

PROPERTY **1**
 TYPE

Listing Address: 1703 41st Ave SW, Seattle, WA 98116

LAG # 35051

ROOM LOCATION

• **Level (1)** U for Upper M for Main L for Lower S for Split G for Garage

Entry	<u>M</u>	Kit w/o Eating Space	_____	Extra Fin. Room	_____
Living Room	<u>M</u>	Master Bedroom	<u>U</u>	Rec Room	_____
Dining Room	<u>M</u>	Bonus Room	<u>U</u>	Family Room	_____
Kit with Eating Space	<u>M</u>	Den/Office	_____	Great Room	_____

No. of Bedrooms U 1 M 3 L _____

Utility Room U X M _____ L _____ G _____

No. of Full Baths U 1 M _____ L _____ G _____

Approved Accessory Dwelling Unit U _____ M _____ L _____

No. of 3/4 Baths U _____ M 1 L _____ G _____

No. of 1/2 Baths U _____ M _____ L _____ G _____

REMARKS

Marketing Remarks. CAUTION! The comments you make in the following lines are limited to descriptions of the land and improvements only. These remarks will appear in the client handouts and websites. (500)

Breathtaking 180 degree views of the Sound, city and the mountains. Views from almost every room.

Confidential Broker-Only Remarks. Comments in this category are for broker's use only. (250)

Subject to Bankruptcy Court approval. First Am-Title/Law Offices of Wanda Nuxoll-Escrow. Call LA before writing for instruction.

• **Driving Directions to Property** (200)

Admiral Way, North on 41st Ave SW to end of street.

INITIALS:

Seller

Date

Seller

Date

Broker

Date

**SELLER'S REQUEST FOR
RESTRICTION ON SHOWING AND SALE**
Seller's Information Undisclosed

©Copyright 2011
Northwest Multiple Listing Service
ALL RIGHTS RESERVED

Michael B. McCarty Bankruptcy Trustee as Seller for Bobby G. Padgett ("Seller")
hereby requests that **RE/MAX Metro Realty, Inc.** ("Listing Firm")
impose the following restriction on showing and sale of the real property located at:
1703 41st Avenue SW, Seattle, WA 9811 ("the Property").

The Property's listing information includes the property owner's name and phone number, which are only made available to other real estate brokers, not the public.

Seller requests that ☒ Seller's name; ☒ Seller's phone number (**360-377-2516**) be omitted from the information included in the Property's listing and shall not be made available to other real estate brokers.

A buyer's broker is permitted to contact Seller to inform Seller that the broker has an offer or counteroffer to present to Seller, after the buyer's broker informs the Listing Firm of the offer. A buyer's broker is also permitted to contact Seller to present an offer or counteroffer to Seller if the Listing Firm fails to timely respond to buyer's broker. In addition, under certain circumstances, a buyer's broker may contact Seller to schedule a showing of the Property.

Seller understands that this restriction may delay the presentation of an offer if the Listing Firm is unavailable at the time of the offer or counteroffer. Seller understands that this restriction may limit the number of potential buyers that view the Property if the Listing Firm is unavailable at the time a potential buyer wishes to view the Property. Seller also understands that this restriction may inhibit the sale of the Property.

Seller's Signature: _____ Date: _____

Seller's Signature: _____ Date: _____

FIRST AMERICAN TITLE INSURANCE COMPANY
Exhibit "A"

Vested Owner: BGP I, LLC, A WASHINGTON LIMITED LIABILITY COMPANY

Real property in the County of King, State of Washington, described as follows:

LOTS 7 AND 8, EXCEPT THAT PORTION THEREOF LYING NORTHWESTERLY OF A LINE WHICH IS PARALLEL TO AND 67.5 FEET SOUTHEASTERLY, MEASURED AT RIGHT ANGLES, FROM THE NORTHWESTERLY LINE OF SAID LOTS;

TOGETHER WITH LOTS 9 AND 10, EXCEPT THAT PORTION THEREOF LYING NORTHWESTERLY OF A LINE WHICH IS PARALLEL TO AND 80 FEET SOUTHEASTERLY MEASURED AT RIGHT ANGLES FROM THE NORTHWESTERLY LINE OF SAID LOTS;

EXCEPT SOUTHWESTERLY 9.24 FEET OF SAID LOT 10, ALL IN BLOCK 57 OF SECOND PLAT OF WEST SEATTLE BY THE WEST SEATTLE LAND AND IMPROVEMENT COMPANY, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 3 OF PLATS, PAGE 53, RECORDS OF KING COUNTY, WASHINGTON.

Tax Parcel Number: 927420-3975-01

Situs Address: 1703 41st Avenue Southwest, Seattle, WA 98116

X _____
Seller

X _____ / _____
Buyer